

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goss International Americas, Inc.		07/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	Corporate Trust Services		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2465819	MAGNAPAK	
Registration Number:	2491777	MAINSTREAM	
Registration Number:	1814720	MERCURY	
Registration Number:	1826123	MINITAB	
Registration Number:	2673757	OMNICON	
Registration Number:	2389009	PACESETTER	
Registration Number:	2497504	PRINTSTREAM	
Registration Number:	871227	SHERIDAN	
Registration Number:	2577036	SUNDAY	
Registration Number:	2622553	UNIVERSALBINDER	
Registration Number:	2682490	TELE-COLOR	
Registration Number:	815445	MACEYMATIC	
Registration Number:	824837	MACEY	

OP \$390.00 2465819

900138637

TRADEMARK
 REEL: 004024 FRAME: 0322

Serial Number:	77657504	AUTOPLATE
Serial Number:	78689813	GOSS AUTOMATIC TRANSFER

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312/876-8728

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Linda R. Kastner

Signature:

/lk/

Date:

07/14/2009

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GOSS INTERNATIONAL AMERICAS, INC. (f/k/a Heidelberg Web Systems, Inc.), a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Loan Agreement, dated as of August 6, 2004 (as amended, supplemented or otherwise modified from time to time, the **“Loan Agreement”**; capitalized terms used herein and not defined herein have the meanings assigned thereto in the Loan Agreement), by and among Goss International Corporation, as borrower (the **“Borrower”**), the Grantor, GIC Realty, Inc. and Goss International Asia-Pacific, Inc., as guarantors (the **“Guarantors”**), the lenders party thereto (the **“Lenders”**), Heidelberger Druckmaschinen AG, as Lender, and Heidelberg Americas, Inc., as agent for the Lenders, the Lenders have made certain loans and other extensions of credit, subject to the terms and conditions set forth in the Loan Agreement, to the Borrower; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 6, 2004 (as amended, supplemented or otherwise modified from time to time, the **“Security Agreement”**), among the Borrower, the Guarantors, the Additional Grantors (as defined therein) and U.S. Bank National Association, as collateral agent (the **“Collateral Agent”**) pursuant to that certain Collateral Agency Agreement, dated as of August 6, 2004, among the Borrower, the Guarantors, the Lenders, Heidelberg Americas, Inc., as agent for the Lenders, and U.S. Bank National Association, as collateral agent, Grantor has agreed to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Trademark Collateral”**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event

any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS GRANT OF TRADEMARK SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK APPLICABLE TO A CONTRACT EXECUTED AND PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 10th day of July, 2009.

GOSS INTERNATIONAL AMERICAS, INC.

By: _____

Name: Toben Rasmussen

Title: CFO

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

U.S ACTIVE AND PENDING TRADEMARKS

Grantor: Goss International Americas, Inc.

Filed	App. No.	Reg. Date	Reg. No.	Mark
1/27/2009	77657504			AUTOPLATE
8/10/2005	78689813			GOSS AUTOMATIC TRANSFER
7/31/2000	76100189	7/3/2001	2465819	MAGNAPAK
4/8/1999	75677852	9/25/2001	2491777	MAINSTREAM
1/26/1993	74352533	1/4/1994	1814720	MERCURY
5/26/1993	74395746	3/15/1994	1826123	MINITAB
7/31/2000	76100104	1/14/2003	2673757	OMNICON
11/10/1997	75387731	9/26/2000	2389009	PACESETTER
4/8/1999	75677866	10/16/2001	2497504	PRINTSTREAM
3/10/1967	72266470	6/17/1969	871227	SHERIDAN
6/7/1999	75723430	6/11/2002	2577036	SUNDAY
4/27/1998	75474679	9/24/2002	2622553	UNIVERSALBINDER
2/28/2001	76217638	2/4/2003	2682490	TELE-COLOR
10/14/1965	72230155	9/20/1966	815445	MACEYMATIC
10/14/1965	72230154	2/28/1967	824837	MACEY